

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA OF
SOUTHERN DIVISION**

JO SPAINHOWARD,

Plaintiff,

vs.

GREEN TREE FINANCE, LLC,

Defendant.

CASE NO.: 1:05-cv-517-F

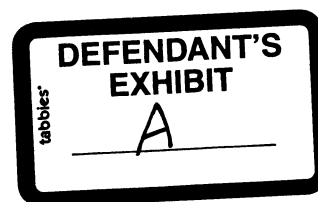
PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANT

COMES NOW, Plaintiff, Jo Spainhoward, in the above styled cause, and propounds the following interrogatories to Defendant, Green Tree Finance, LLC under the provisions of Rule 26 of the Federal Rules of Civil Procedure. Since said Defendant, Green Tree Finance, LLC, is a corporation, you are required to select such officer, partner, agent, official or employee of said corporation as can furnish such information in answer to each interrogatory as is available to said corporation. You are required to have these interrogatories answered separately and fully in writing under oath and to serve a copy of your answers on me within thirty (30) days after service pursuant to Rule 26 of the Federal Rules of Civil Procedure.

These interrogatories shall be continuing in nature until the date of trial and you are required to serve supplemental answers as additional information may become available to you.

INSTRUCTIONS

a. Whenever an interrogatory may be answered by referring to a writing, the writing may be attached as an exhibit to the response and referred to in the response. If



the writing has more than one page, refer to the page and the section where the answer to the interrogatory can be found.

b. In answering these interrogatories, you are not limited to your own personal knowledge, but you are required to furnish all information available to you or anyone acting on your behalf.

INTERROGATORIES

1. State the name, address, title and duties of the person answering these interrogatories and the place where these interrogatories are answered.

2. Please list the person(s) or firm(s) responsible for developing and preparing the arbitration clause used in the contract signed by the Plaintiff.

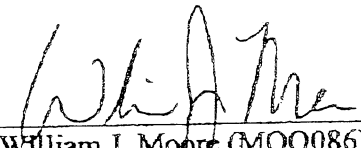
3. List any and all lawsuits, causes of action, and arbitration proceedings involving Green Tree Finance, LLC or any affiliates or subsidiaries (i.e. Green Tree Servicing, Consaco, etc...) thereof which have taken place during the last fifteen years (15).

4. With respect to the above question, list the total amount of fees and costs associated in each case which was arbitrated.

5. List any and all instances in which Green Tree Finance, LLC or any affiliates or subsidiaries (i.e. Green Tree Servicing, Consaco, etc...) contracted with parties who refused to sign agreements due to the arbitration provision being present.

6. List any and all instances where Green Tree Finance, LLC or any affiliates or subsidiaries (i.e. Green Tree Servicing, Consaco, etc...) have entered into contracts with consumers that did not contain the arbitration provision.

Dated this the 10th day of June, 2005.

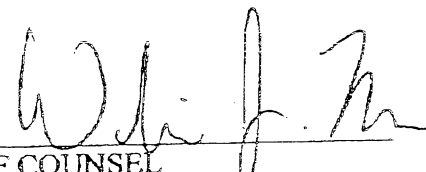

William J. Moore (MOO086)
Attorney for Plaintiff

OF COUNSEL:
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Fax: (334) 308-9898

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing document on the following by placing same in the U.S. Mail postage prepaid and properly addressed this the 10th day of June, 2005.

R. Austin Huffaker, Jr.
RUSTON, STAKELY, JOHNSTON & GARRETT, P.A.
P.O. Box 270
Montgomery, AL 36101


OF COUNSEL